

<i>SERFF Tracking Number:</i>	<i>QBEC-126250133</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>QBE Insurance Corporation</i>	<i>State Tracking Number:</i>	<i>43108</i>
<i>Company Tracking Number:</i>	<i>09-257-003-HLTH-AR</i>		
<i>TOI:</i>	<i>H04 Health - Blanket Accident/Sickness</i>	<i>Sub-TOI:</i>	<i>H04.000 Health - Blanket Accident/Sickness</i>
<i>Product Name:</i>	<i>Blanket Accident Medical Insurance Policy</i>		
<i>Project Name/Number:</i>	<i>Blanket Accident Medical Insurance Policy Supplemental Forms Filing/09-257-003-HLTH-AR</i>		

## Filing at a Glance

Company: QBE Insurance Corporation

Product Name: Blanket Accident Medical Insurance Policy

TOI: H04 Health - Blanket Accident/Sickness

Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Filing Type: Form

SERFF Tr Num: QBEC-126250133 State: Arkansas

SERFF Status: Closed-Approved-Closed State Tr Num: 43108

Co Tr Num: 09-257-003-HLTH-AR State Status: Approved-Closed

Author: Dennean Robinson

Date Submitted: 08/03/2009

Reviewer(s): Rosalind Minor

Disposition Date: 08/14/2009

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

State Filing Description:

Implementation Date:

## General Information

Project Name: Blanket Accident Medical Insurance Policy Supplemental Status of Filing in Domicile: Not Filed Forms Filing

Project Number: 09-257-003-HLTH-AR

Requested Filing Mode: Review & Approval

Date Approved in Domicile:

Domicile Status Comments: The Pennsylvania Insurance Department has, pursuant to PA Notice 95-9, exempted these forms from its prior approval requirements.

Market Type: Group

Group Market Size: Large

Group Market Type: Blanket

Explanation for Other Group Market Type:

State Status Changed: 08/14/2009

Created By: Dennean Robinson

Corresponding Filing Tracking Number: 25335 (State Tracking Number) & USPH-5VEL7E811/00-00/00-00/00 (SERFF Tracking Number)

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 08/14/2009

Deemer Date:

Submitted By: Dennean Robinson

SERFF Tracking Number: QBEC-126250133 State: Arkansas  
Filing Company: QBE Insurance Corporation State Tracking Number: 43108  
Company Tracking Number: 09-257-003-HLTH-AR  
TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness  
Product Name: Blanket Accident Medical Insurance Policy  
Project Name/Number: Blanket Accident Medical Insurance Policy Supplemental Forms Filing/09-257-003-HLTH-AR

#### Filing Description:

For this information, please refer to the Filing Cover Letter and Description of Variability located within the Supporting Documentation tab.

## Company and Contact

#### Filing Contact Information

Dennean Robinson, Compliance Analyst DRobinson@QBEUSA.com  
88 Pine Street 212-894-7728 [Phone]  
Wall Street Plaza 212-894-7821 [FAX]  
New York, NY 10005

#### Filing Company Information

QBE Insurance Corporation CoCode: 39217 State of Domicile: Pennsylvania  
88 Pine Street - 16th Floor Group Code: 796 Company Type:  
New York, NY 10005 Group Name: QBE Insurance State ID Number:  
Group  
(212) 422-9888 ext. [Phone] FEIN Number: 22-2311816  
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## Filing Fees

Fee Required? Yes  
Fee Amount: \$140.00  
Retaliatory? No  
Fee Explanation: \$20.00 per form x 7 forms = \$140.00  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
QBE Insurance Corporation	\$140.00	08/03/2009	29595098

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	08/14/2009	08/14/2009

<i>SERFF Tracking Number:</i>	<i>QBEC-126250133</i>	<i>State:</i>	<i>Arkansas</i>
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## Disposition

Disposition Date: 08/14/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: QBEC-126250133 State: Arkansas

Filing Company: QBE Insurance Corporation State Tracking Number: 43108

Company Tracking Number: 09-257-003-HLTH-AR

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Blanket Accident Medical Insurance Policy

Project Name/Number: Blanket Accident Medical Insurance Policy Supplemental Forms Filing/09-257-003-HLTH-AR

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Filing Cover Letter	Approved-Closed	Yes
Supporting Document	Description of Variability	Approved-Closed	Yes
Supporting Document	Policy Aggregate Deductible Definition	Approved-Closed	Yes
Form	Schedule of Benefits for Additional Forms	Approved-Closed	Yes
Form	Catastrophic Cash Benefit	Approved-Closed	Yes
Form	Crisis Death Benefit	Approved-Closed	Yes
Form	Total Disability {Weekly or Monthly}	Approved-Closed	Yes
	Income Benefit		
Form	Extended Dental Expense Benefit	Approved-Closed	Yes
Form	Rehabilitation and Extended Care Facility	Approved-Closed	Yes
	Benefits		
Form	Limitations	Approved-Closed	Yes

SERFF Tracking Number: QBEC-126250133 State: Arkansas

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## Form Schedule

### Lead Form Number: BAM-03-1000.00

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 08/14/2009	BAM-09-1102.00	Schedule Pages	Schedule of Benefits for Additional Forms	Initial		50.100	BAM-09-1102.00.pdf
Approved-Closed 08/14/2009	BAM-09-2101.00	Policy/Contract	Catastrophic Cash Benefit	Initial		50.100	BAM-09-2101.00.pdf
Approved-Closed 08/14/2009	BAM-09-2102.00	Policy/Contract	Crisis Death Benefit	Initial		52.800	BAM-09-2102.00.pdf
Approved-Closed 08/14/2009	BAM-09-2105.00	Policy/Contract	Total Disability {Weekly or Monthly} Income Benefit	Initial		50.200	BAM-09-2105.00.pdf
Approved-	BAM-09-	Policy/Contract	Extended Dental	Initial		60.200	BAM-09-

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Closed 2303.00 08/14/2009	ract/Fratern Expense Benefit al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider		2303.00.pdf
Approved- BAM-09- Closed 2304.00 08/14/2009	Policy/Cont Rehabilitation and ract/Fratern Extended Care al Facility Benefits Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial 53.700	BAM-09- 2304.00.pdf
Approved- BAM-09- Closed 2500.00 08/14/2009	Policy/Cont Limitations ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial 52.400	BAM-09- 2500.00.pdf

## Schedule of Benefits Sections for Additional Forms

### [CATASTROPHIC CASH BENEFIT

{Initial <i>or</i> Lump Sum} Payment	{\$5,000 to \$500,000} in one lump sum
{Annual <i>or</i> Monthly} Payment	{\$1,000 to \$50,000} <i>or</i> {\$500 to \$5,000}
Maximum Number of {Annual <i>or</i> Monthly} Payments	{5 to 25} <i>or</i> {60 to 360}
Paralysis must occur within continue for	{180 to 365 days} of a Covered Accident {30 to 180} consecutive days
Coma must begin within continue for	{30 to 180} days of a Covered Accident {7 to 180} consecutive days
Brain Death must occur within	{30 to 180 days} of a Covered Accident
Percentage of Benefit for One Covered Loss	{25 to 75}%]

### [CRISIS DEATH BENEFIT

Benefit Amount	{\$10,000} per {Covered Person}[up to a Maximum of \$100,000 per incident]]
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### [EXTENDED DENTAL EXPENSE BENEFIT

Benefit Period lifetime}	{6 months to 5 years; to age {21};
Benefit Maximum Accident}	{\$1,000 to \$100,000 per Covered
Benefit Percentage	{50% to 100%}
Deferred Treatment Period	{{1 to 5 years}; to age {18}; lifetime}
Deferred Treatment Maximum Benefit	[\$250 to \$250,000]]

### [POLICY AGGREGATE DEDUCTIBLE

Must Be Satisfied Within	{\$1,000 to \$500,000} {policy term, each calendar year}]
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### [REHABILITATION AND EXTENDED CARE FACILITY BENEFITS

[Rehabilitation Care Facility	{50% to 100%}
Extended Care Facility	{50% to 100%}[up to {\$500 to \$1,000}]
Minimum Hospital Stay	{3 to 10 consecutive days}
Extended Care must begin within	{3 to 10 consecutive days} after the Minimum Hospital Stay]]

### [TOTAL DISABILITY {WEEKLY *or* MONTHLY} INCOME BENEFIT

[Weekly Benefit	{\$25 to \$5,000}
Maximum Benefit Period	{26 to 104} weeks] <i>or, if monthly</i>
[Monthly Benefit	{\$100 to \$20,000}
Maximum Benefit Period	{6 to 24} months]
[Total Disability must begin within	{1 to 365} days of a Covered Accident]
[Waiting Period	{1 to 14} days]
When Benefits Begin	{End of the Waiting Period; Date of Total Disability}]



## **[CATASTROPHIC CASH BENEFIT**

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We will pay benefits, as shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if {the Covered Person} suffers [Paralysis,] [Coma], [Brain Death] [or two or more Covered Losses], as described below, as a result, directly and independently of all other causes, of a Covered Accident. [If {the Covered Person} suffers more than one of these as a result of the same Covered Accident, the largest available benefit will be payable.]

*Each of the following may be included at the option of the Policyholder.*

**[Paralysis Paralysis** means:

- [1. for hemiplegia, Total Paralysis of the upper and lower limb on one side of the body];
- [2. for paraplegia, Total Paralysis of both lower limbs or both upper limbs];
- [3. for quadriplegia, Total Paralysis of both upper and lower limbs];
- [4. for uniplegia, Total Paralysis of one upper or one lower limb.]

**Total Paralysis** means complete loss of function and sensation of limbs.

Paralysis must:

1. occur within the period shown in the *Schedule of Benefits*; and
2. continue for the period of time shown in the *Schedule of Benefits*; and
3. be diagnosed by a Physician as being complete and not reversible.

The first Catastrophic Cash Benefit, as shown in the *Schedule of Benefits*, becomes payable when {the Covered Person} has met each of the three conditions specified above and remains alive. [Each additional periodic payment becomes payable at the end of the period for which the last payment was made, as long as Paralysis continues and {the Covered Person} remains alive. The amount of each periodic payment and the period for which they are made are shown in the *Schedule of Benefits*. We will terminate benefits if Physician certification of Paralysis is not provided when requested.]]

**[Coma**

**Coma or Comatose** means a profound state of unconsciousness from which {the Covered Person} is not likely to be aroused through powerful stimulation. This condition must be diagnosed and treated regularly by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Covered Accident, unless the state of unconsciousness results from administration of anesthesia in preparation for surgical treatment of injuries sustained in that Covered Accident.

{The Covered Person's} Coma must:

1. begin within the period shown in the *Schedule of Benefits*; and
2. continue for the period shown in the *Schedule of Benefits*; and
3. be expected, as certified by a Physician, to continue for an indefinite period or end, leaving {the Covered Person} expecting, as certified by a Physician, to remain Totally Disabled for the remainder of his life.

The first Catastrophic Cash Benefit, as shown in the *Schedule of Benefits*, becomes payable when {the Covered Person} has met each of the three conditions specified above and remains alive. [Each additional periodic payment thereafter becomes payable at the end of the period for which the last payment was made, as long as {the Covered Person} remains Comatose or Totally Disabled and alive. The amount of each periodic payment and the period for which they are made are shown in the *Schedule of Benefits*. We will terminate benefits if Physician certification of Coma or Total Disability is not provided when requested.]]

**[Brain Death]** **Brain Death** means irreversible unconsciousness with:

1. total loss of brain function; and
2. complete absence of electrical activity of the brain, even though the heart is still beating.

Brain Death must:

1. occur within the period shown in the *Schedule of Benefits*; and
2. be diagnosed by a Physician.

The first Catastrophic Cash Benefit, as shown in the Schedule of Benefits, becomes payable when {the Covered Person} has met both of the conditions specified above and remains alive. [Each additional periodic payment becomes payable at the end of the period for which the last payment was made, as long as Brain Death continues and {the Covered Person} remains alive. The amount of each periodic payment and the period for which they are made are shown in the *Schedule of Benefits*. We will terminate benefits if Physician certification of Brain Death is not provided when requested.]]

**[Covered Losses:**

**Loss of a Hand or Foot** means complete Severance through or above the wrist or ankle joint.

**[Loss of Use of a Hand or Foot** means total loss of all ability to move the hand or foot, within {30 to 180 days} of a Covered Accident, that continues for {12 months} and is expected to continue for the remainder of {the Covered Person's} lifetime.]

**Loss of Sight** means the total, permanent Loss of Sight of one eye. The Loss of Sight must be irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

**Loss of Hearing** means total and permanent loss of ability to hear any sound [in both ears] which is irrecoverable by natural, surgical or artificial means.

**[Loss of a Thumb and Index Finger of the Same Hand or Loss of Four Fingers of the Same Hand** means complete severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).]

The first Catastrophic Cash Benefit, as shown in the *Schedule of Benefits*, becomes payable on the date {the Covered Person} suffers loss of two or more Covered Losses, and while {the Covered Person} remains alive. [Each additional periodic payment thereafter becomes payable at the end of the period for which the last payment was made, as specified in the *Schedule of Benefits*, as long as {the Covered Person} has not recovered the use of sight, speech or hearing, and remains alive. The amount of each periodic payment and the period for which they are made are shown in the *Schedule of Benefits*. We will terminate benefits if Physician certification of continuing Loss of Sight, Speech or Hearing Loss, or any other Covered Loss is not provided when requested.]]

**Exclusions** Exclusions that apply to this benefit are in the *Common Exclusions* Section.]]

## **[CRISIS DEATH BENEFIT**

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We will pay benefits shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if {the Covered Person's} death results, directly and independently of all other causes, from another person's use of a gun or a knife to commit an act of violence while insurance under this Policy is in effect. Such an act of violence must occur:

1. on School premises during Normal School Hours[; or
2. during a Covered Activity].

[The Maximum shown in the *Schedule of Benefits* will be divided equally among all {Covered Persons} if the benefit payable for each {Covered Person} multiplied by the number of benefits payable for any one Covered Accident would exceed that Maximum.]

### **[Definition**

For purposes of this benefit:

**Normal School Hours** means a scheduled period of instruction beginning one half hour before the first scheduled period of instruction of the day begins and ending one half hour after the last scheduled period of instruction of the day ends. If {the Covered Person} is serving a detention after Normal School Hours, the period is extended until one half hour after the end of the period of detention for that day.]

### **Exclusions**

[Benefits will not be payable if:

- [1. the act of violence occurs while {the Covered Person} is traveling to and from [School, or to and from a Covered Activity] or
- [2. the act of violence is committed by a parent or sibling[; or]
- [3. {the Covered Person} produces or obtains a gun or a knife during the incident and is killed, whether or not the Covered Person is acting in self defense].]

{Other} exclusions that apply to this benefit are in the *Common Exclusions Section*.]

## **[TOTAL DISABILITY {WEEKLY or MONTHLY} INCOME BENEFIT**

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We will pay {weekly or monthly} benefits shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, to {the Covered Person} whose Total Disability results, directly and independently of all other causes from, and within the number of days specified in the *Schedule of Benefits* of, a Covered Accident. Disability benefits will begin when a Totally Disabled {Covered Person} satisfies the Benefit Waiting Period shown in the *Schedule of Benefits* and will end on the earliest of the date he:

1. dies;
2. is no longer Totally Disabled;
3. fails to provide certification by a Physician that he remains Totally Disabled;
- [4. is eligible to receive Accidental Death and Dismemberment benefits for the same Covered Accident];
5. reaches the end of the Maximum Benefit Period shown in the *Schedule of Benefits*.

{Weekly or Monthly} Total Disability Benefits are based on {a 7-day week or a 30-day month}. Any Disability Benefit payable for less than a full {week, month} will be pro-rated.

Once {the Covered Person} is eligible to receive Disability Income Benefits, separate periods of Total Disability will be considered one continuous period of Disability if:

1. they result from the same Covered Accident; and
2. they are separated by no more than 14 consecutive days.

**Definition** For purposes of this benefit:

**Total Disability or Totally Disabled** means:

1. inability of a {Covered Person} who is currently employed to do any type of work for which he is or may become qualified by reason of education, training or experience; or
2. inability of a {Covered Person} who is not currently employed to perform all of the activities of daily living, including eating, transferring, dressing, toileting bathing, and continence, without human supervision or assistance.

**Exclusions** Exclusions that apply to this benefit are in the *Common Exclusions* Section.]

## **[EXTENDED DENTAL EXPENSE BENEFIT**

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We will pay Extended Dental Expense Benefits, up to the Extended Dental Benefit Maximum shown in the *Schedule of Benefits*, for Covered Dental Expenses Incurred by a {Covered Person}, subject to all applicable conditions and exclusions, for treatment of Covered Injuries that result directly and independently of all other causes from a Covered Accident.

[Benefits for Extended Dental Expenses will not be payable until [the Policy Aggregate Deductible and] the [Accident Medical Expense Benefit Deductible or Dental Expense Benefit Deductible] {is, are} satisfied.] If {the Covered Person} enrolled for *Extended Dental Expense Benefits* is also enrolled for *Accident Medical Expense Benefits* provided by this Policy, Dental Expense Benefits will be payable only under this provision, and not under the *Accident Medical Expense Benefits* provision.

### **Covered Dental Expenses**

Extended Dental Expenses must be Incurred within the Extended Dental Benefit Period shown in the *Schedule of Benefits*.

Covered Dental Expenses include expenses Incurred for treatment, including X-rays, to repair injury to a tooth (1) with no fillings or cavities or only fillings or cavities that do not undermine the tooth cusps; and (2) for which pulpal tissues are healthy and intact; and (3) for which periodontal tissue shows little or no signs of active or chronic inflammation; or to the supporting structures of the teeth of a { Covered Person } [under {12 to 18} years of age]. If there is more than one way to treat a dental problem, We will pay based on the least expensive procedure if that procedure meets commonly accepted standards of the American Dental Association.

### **[Deferred Treatment Expenses**

We will pay Covered Dental Expenses Incurred after the end of the Extended Dental Benefit Period only if:

1. the {Covered Person} submitted a claim for those expenses within {30 to 60 days} of the end of the Extended Dental Benefit Period, which contains a statement signed by a Physician that treatment cannot be completed within the Extended Dental Benefit Period, along with an estimate of cost and duration; and
2. Deferred Treatment Expenses are Incurred within the Deferred Treatment Period Shown in the *Schedule of Benefits*; and
3. the total of Deferred Treatment Expenses does not exceed the Deferred Treatment Maximum; and
4. the total of Extended Dental Expenses and Deferred Treatment Expenses does not exceed the Extended Dental Benefit Maximum.]

**Exclusions** Exclusions that apply to this Benefit are specified in the *Common Exclusions* Section.]

## REHABILITATION AND EXTENDED CARE FACILITY BENEFITS

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We will pay Covered Expenses Incurred for physical and occupational rehabilitation provided to a {Covered Person}. Treatment must be rendered by a Physician or provided at a Physician's direction at a Rehabilitation Facility.

We will also pay Covered Expenses Incurred, up to the Benefit Maximum shown in the *Schedule of Benefits*, by a {Covered Person} for treatment of an injury sustained in a Covered Accident provided in an Extended Care Facility. Confinement in an Extended Care Facility must:

1. be preceded by a Minimum Hospital Stay; and
2. begin within the number of consecutive days of a Minimum Hospital Stay, as specified in the *Schedule of Benefits*; and
3. include treatment for which a Physician visits the {Covered Person} at least once every 30 days.

Covered Expenses Incurred for treatment in an Extended Care Facility do not include those for routine custodial care.

**Definitions** For purposes of these benefits:

**Extended Care Facility** means an institution, operating pursuant to applicable law and engaged in providing, for a fee, in-patient skilled nursing care and related services and physical therapy services under the supervision of a Physician and registered Nurses. An Extended Care Facility must maintain medical records on all of its patients.

**Rehabilitation Facility** A legally operating institution or part of an institution which has a transfer agreement with one or more Hospitals and which:

1. is primarily engaged in providing comprehensive multi-disciplinary physical rehabilitative services or rehabilitation inpatient care; and
2. is duly licensed by the appropriate government agency to provide such services; and
3. is required to be accredited by the Joint Commission on Accreditation of Health Care Organizations or the Commission on Accreditation of Rehabilitation Facilities.

A Rehabilitation Facility does not include institutions which provide only minimal care, custodial care, care for the terminally ill, part-time care, or services or facilities for drug abuse or alcoholism.

**Exclusions** Exclusions that apply to these benefits are in the *Common Exclusions* Section.

## **[LIMITATIONS]**

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*(Applies only to Expense-Incurred Medical Benefits. Will be included or deleted at the option of the Policyholder.)*

### **[Non-Duplication of Benefits]**

This provision applies if:

1. any other Health Care Plan covers {the Covered Person}; and
2. total benefits under all Plans would exceed the expenses actually incurred; and
3. We are not defined as primary under another Health Care Plan's Coordination of Benefits provision.

When the total of benefits payable by all Health Care Plans, whether or not claim is made for those benefits, exceeds Covered Expenses incurred, any Expense-Incurred Medical Benefits We pay will be reduced by such excess.]

### **[Non-Duplication of Benefits When This Policy and Other Plans Are Excess]**

This provision applies if benefits under any other Health Care Plan are Covered Expenses under this Policy and coverage under this Policy and the other Plan are excess.

We pay a pro rata share of the total amount of Covered Expenses. In no case will the total benefits payable exceed 100% of the Covered Expenses.

Our pro rata share equals the total of benefits payable under this Policy multiplied by a fraction, of which the numerator is the benefits We pay and the denominator is the total of benefits payable by all Health Care Plans for the same Covered Accident.]

### **[Multiple Coverages]**

A {Covered Person} is not eligible for blanket accident insurance under more than one policy issued by Us. If premium is being paid under more than one such policy, insurance will be in effect under the policy providing the greatest benefit, and premium paid under any other policies will be refunded.]

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## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status</b>
		<b>Date:</b>
<b>Satisfied - Item:</b>	Flesch Certification	Approved-Closed
		08/14/2009

### Comments:

(1) The forms being submitted with this filing and the forms approved under State Tracking Number 25335 and SERFF Tracking Number USPH-5VEL7E811/00-00/00-00/00 comply with Rule & Regulation 19.

(2) The Guaranty Association Notice described in Appendix A of Rule & Regulation 49 has been and will be issued as required by Rule & Regulation 49.

(3) The Flesch Certification required by ACA 23-80-206 is attached below.

(3) Please refer to the filing approved under State Tracking Number 25335 and SERFF Tracking Number USPH-5VEL7E811/00-00/00-00/00 for the Consumer Information Notice required by ACA 23-79-138 and Bulletin 11-88.

### Attachment:

Readability Certification (AR).pdf

	<b>Item Status:</b>	<b>Status</b>
		<b>Date:</b>
<b>Satisfied - Item:</b>	Application	Approved-Closed
		08/14/2009

### Comments:

The form number for the previously approved application is BAM-03-5000.04. BAM-03-5000.04 was approved on 1/26/04 under State Tracking Number 25335 and SERFF Tracking Number USPH-5VEL7E811/00-00/00-00/00.

	<b>Item Status:</b>	<b>Status</b>
		<b>Date:</b>
<b>Satisfied - Item:</b>	Filing Cover Letter	Approved-Closed
		08/14/2009

### Comments:

### Attachment:

Filing Cover Letter (AR).pdf

	<b>Item Status:</b>	<b>Status</b>
		<b>Date:</b>



<i>SERFF Tracking Number:</i>	<i>QBEC-126250133</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>QBE Insurance Corporation</i>	<i>State Tracking Number:</i>	<i>43108</i>
<i>Company Tracking Number:</i>	<i>09-257-003-HLTH-AR</i>		
<i>TOI:</i>	<i>H04 Health - Blanket Accident/Sickness</i>	<i>Sub-TOI:</i>	<i>H04.000 Health - Blanket Accident/Sickness</i>
<i>Product Name:</i>	<i>Blanket Accident Medical Insurance Policy</i>		
<i>Project Name/Number:</i>	<i>Blanket Accident Medical Insurance Policy Supplemental Forms Filing/09-257-003-HLTH-AR</i>		
<b>Satisfied - Item:</b>	Description of Variability	Approved-Closed	08/14/2009
<b>Comments:</b>			
<b>Attachment:</b>			
Description of Variability (AR).pdf			

		<b>Item Status:</b>	<b>Status</b>
			<b>Date:</b>
<b>Satisfied - Item:</b>	Policy Aggregate Deductible Definition	Approved-Closed	08/14/2009
<b>Comments:</b>			
The details regarding this attachment are located on page 1 of the Description of Variability attached above.			
<b>Attachment:</b>			
Policy Aggregate Deductible Definition (AR).pdf			

**QBE Insurance Corporation  
Wall Street Plaza  
88 Pine Street, 4th Floor  
New York, NY 10005**

**READABILITY CERTIFICATION**

We, the QBE Insurance Corporation, certify that we have carefully scored the forms listed below, using the Flesch Readability Test, in accordance with applicable readability standards. Each form was scored separately and in its entirety. These scores are set forth below.

<b>Form Number</b>	<b>Description of Form</b>	<b>Score</b>
BAM-09-1102.00	Schedule of Benefits for Additional Forms	50.10
BAM-09-2101.00	Catastrophic Cash Benefit	50.10
BAM-09-2102.00	Crisis Death Benefit	52.80
BAM-09-2105.00	Total Disability {Weekly or Monthly} Income Benefit	50.20
BAM-09-2303.00	Extended Dental Expense Benefit	60.20
BAM-09-2304.00	Rehabilitation and Extended Care Facility Benefits	53.70
BAM-09-2500.00	Limitations	52.40



Signature: \_\_\_\_\_

Name: Steven Fitzpatrick

Title: President

Date: 8/3/09



**QBE Specialty Insurance**

Wall Street Plaza  
88 Pine Street  
New York, NY 10005  
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August 3, 2009

Honorable Jay Bradford  
Insurance Commissioner  
Arkansas Insurance Department  
1200 West 3<sup>rd</sup> Street  
Little Rock, AR 72201-1904

**RE: QBE Insurance Corporation** **NAIC # 796-39217; FEIN # 22-2311816**

Supplemental Form Filing for Blanket Accident Medical Insurance Policy

Policy Forms Submitted:

- BAM-09-1102.00, Schedule of Benefits Sections for Additional Forms
- BAM-09-2101.00, Catastrophic Cash Benefit
- BAM-09-2102.00, Crisis Death Benefit
- BAM-09-2105.00, Total Disability Weekly or Monthly Income Benefit
- BAM-09-2303.00, Extended Dental Expense Benefit
- BAM-09-2304.00, Rehabilitation and Extended Care Facility Benefits
- BAM-09-2500.00, Limitations

Policy Aggregate Deductible Definition

Honorable Commissioner Bradford:

Attached please find the above captioned policy forms for your Department's review and approval. The captioned policy forms are new and are not intended to replace any other forms currently approved by your Department. The forms are intended for use with Blanket Accident Medical Insurance Policy Form Series BAM-03-1000.00, approved by your Department on January 26, 2004 under State Tracking Number 25335 and SERFF Tracking Number USPH-5VEL7E811/00-00/00-00/00.

These forms have not been filed in our domicile state of Pennsylvania because the Pennsylvania Insurance Department has, pursuant to PA Notice 95-9, exempted the forms from its prior approval requirements.

The purpose of this filing is to include these new benefits and provisions as enhancements to our currently approved policy form series to allow us to compete more effectively in the current marketplace where other carriers are offering these benefits and options.

The policy forms themselves, as well as the Description of Variability, note when certain provisions within these forms may be included, deleted or modified, as applicable to a particular issued policy. Variable material indicated by hard brackets ([ ]) indicate text that may be included or excluded. Illustrative material is indicated by soft brackets ({ }). Variable and illustrative information will never be more restrictive than permitted by law.

The captioned policy forms have been written in readable language and are submitted in final printed format. The printing of these forms will be subject to changes in ink, paper stock, page numbers, margins, positioning and format. However, printing standards will never be less than that required by law.

We appreciate you taking the time to review this filing and trust that you will find everything in order. If you have any questions or require any additional information, please feel free to call or e-mail me using the contact information provided below.

Sincerely,

*Dennean Robinson*

Dennean Robinson  
Product Compliance/Development Analyst  
QBE Insurance Corporation  
Phone: Direct: (212) 894-7728  
Toll-Free: (877) 772-6771, Ext. 7728  
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## DESCRIPTION OF VARIABILITY

### Additional Forms for use with Blanket Accident Policy Form BAM-03-1000.00 et al

#### A. General Notes on Use and Variability – Additional Forms

- 1. Purpose of Additional Forms** The purpose of this filing is to add additional forms and provide additional benefits to our currently-approved policy forms, in order to compete more effectively in the current marketplace where other insurers are offering these benefits and options.
- 2. Format of Policy and Additional Forms** The format of the previously-approved policy forms will not change. These additional forms and benefits are optional, and may be elected by a prospective policyholder. When they are elected, each will be compiled within a policy and information on dollar amounts of benefits, applicable deductible amounts and any other percentages or variable amounts will appear in the *Schedule of Benefits*. Samples of schedule entries are included with these additional forms.

The forms themselves note when certain provisions within these forms may be included, deleted or modified to reflect policyholder elections. Variable text indicated by hard brackets ([ ]) that enclose paragraphs, phrases or words indicate text that may be included or excluded. Illustrative text is indicated by soft brackets ({ }). Variable and illustrative material will never be more restrictive than permitted by law.

#### B. Additional Benefits and Forms

**Catastrophic Cash Benefit** Benefits will be specific dollar amounts. This benefit may be included in policies issued to insure sports teams, schools or other groups, and may be required under the terms and conditions of a sponsoring athletic association. This benefit is designed to provide for a Covered Person who suffers a severe injury as a result of participation in a Covered Activity, when treatment and money for extraordinary living expenses are anticipated to be needed for a number of years.

**Crisis Death Benefit** This benefit will be offered in specific dollar amounts, to school groups. It may be included in a policy that includes coverage for school and school-sponsored activities, and may or may not include an overall maximum benefit limit.

**Extended Dental Expense Benefit** This benefit may be included, at the election of the Covered Person (or a parent when the policy is issued to insured K-12 students) and provides for a greater maximum benefit and a longer treatment period for specified dental services, for an additional premium. This benefit provision may also include deferred dental expenses, at the option of the Policyholder.

**Policy Aggregate Deductible** This definition will be added to the *Definitions* section, form BAM-03-1200.00 or applicable state-specific version, if a specified amount of Covered Expenses must be incurred by all Covered Persons before any benefits will be payable under a policy. Once a Policy Aggregate Deductible has been satisfied, any individual deductibles must be satisfied before benefits are payable for expenses listed in the *Schedule of Benefits*. The Policy Aggregate Deductible may apply to each calendar year or to a specified policy term. If the latter and a policy is renewed for an additional policy term, a new Policy Aggregate Deductible will apply to the additional policy term.

**Rehabilitation and Extended Care Facility Benefits** These additional benefits are usually offered in conjunction with Home Health Care Benefits, and included in policies issued to insure sports teams, schools or other groups. Like the Catastrophic Cash Benefit, these benefits are designed to provide additional care to a Covered Person who sustains a severe injury during a Covered Activity and may, as a result, require additional rehabilitation and longer-term care services.

**Total Disability {Weekly or Monthly} Income Benefit** These benefits will be specific dollar amounts elected by the Policyholder. Occasionally a Policyholder will request that short-term disability benefits be paid monthly; in order to accommodate such requests, variability has been included to accommodate them. When benefits are payable monthly, the maximum benefit period will not exceed 24 months.

**Limitations** These additional provisions, each of which may be selected by a Policyholder, are designed to assure that benefits are payable once, to a maximum of 100% of expenses incurred as a result of a particular Covered Accident. The last is an optional limitation available only when a school or sports organization purchases and pays the entire premium for coverage on students or team members, and offers additional contributory coverage. When additional contributory coverage is offered, it will (a) provide coverage not included in the noncontributory policy and (b) will be priced accordingly. As an example, a school might purchase coverage for all of its students while they are on school premises during classes or attending school functions. It then might elect to offer students' parents the option to purchase coverage for (a) higher benefit amounts or (b) accidents occurring during additional activities.

*Additional definition for Policy Aggregate Deductible—will be included when the Policyholder elects it.*

**Policy Aggregate Deductible** means the amount of Covered Expenses that must be Incurred by all {Covered Persons} insured under this Policy, within the time period specified, before any benefits become payable. The Policy Aggregate Deductible and time period within which Covered Expenses must be Incurred to satisfy it are shown in the *Schedule of Benefits*. [If a Policy aggregate Deductible applies during a policy term and We and the Policyholder agree via a Renewal Amendment, to continue this policy for another policy term, a new Policy Aggregate Deductible will apply during that term.]]